

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 4756/FRAME 0906		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ProBuild Company, LLC		
Street Address:	2001 Bryan Street		
Internal Address:	Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1867321	DIXIELINE	
Registration Number:	1915663	THE CONTRACTOR YARD	
Registration Number:	1895765	THE CONTRACTOR YARD	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	31223-111 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/HAYLEY SMITH/		
DATE SIGNED:	08/03/2015		

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS this (“Release”) is made as of July 31, 2015 and granted by Wells Fargo Capital Finance, LLC, in its capacity as agent (in such capacity, the “Agent”) pursuant to the Amended and Restated Loan and Security Agreement dated as of March 12, 2012, among ProBuild Company, LLC, (the “Debtor”), and certain affiliates of the Debtor (together with the Debtor, collectively, each a “Borrower” and collectively, “Borrowers”), and the Agent (the “Loan Agreement”) and the Trademark Collateral Assignment and Security Agreement dated as of March 12, 2012, among the Borrowers party thereto and the Agent (the “Trademark Security Agreement” and together with the Loan Agreement, the “Security Agreements”), in favor of the Debtor. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Trademark Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreements, the Borrowers granted to the Agent a continuing security interest in and a general lien upon and to all of its right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing (as further defined in the Trademark Security Agreement, collectively, the “Collateral”);

WHEREAS the Trademark Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on April 12, 2012 at Reel Number 4756, Frame Number 0906; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Debtor any and all goodwill, rights, title, interest, liens and security interests in all Collateral, all goodwill associates with such Trademarks, without representation, warranty or recourse to Agent or Secured Parties of any kind.

If and to the extent the Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Debtor, including, but not limited to, any and all rights to sue for and collect damages for past infringements, without representation, warranty or recourse to Agent or Secured Parties of any kind.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date set forth above.

WELLS FARGO CAPITAL FINANCE, LLC, as
Agent

By: 

Name: Willis A. Williams

Title: Vice President

[Trademarks Release Signature Page]

TRADEMARK
REEL: 005590 FRAME: 0229

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

REGISTRATION DATE	REGISTRATION NUMBER	TRADEMARK
December 13, 1994	1867321	Dixieline
August 29, 1995	1915663	The Contractor Yard (Word and Design)
May 23, 1995	1895765	The Contractor Yard
March 13, 2008	N/A	ProBuild East (Louisiana State Registration)
March 28, 2005	3246184	STROBER BUILDING SUPPLY
March 14, 2006	3068225	S (Word and Design)

Trademark Applications:

None.